

1888-006 Chancery Causes: James D. Bailey vs. Nathaniel G. Bailey &c  
Lee Co.

Reasor, Phillipps, Hamblin

CA: Estate Dispute

T-Property

Women

Vices

To The Honorable H.S.K. Morrison  
Judge of the Circuit Court of  
Lee County Va.

Your orator James D.  
Bailey humbly complaining  
would respectfully represent  
that heretofore he intermarried  
with one Rebecca Bailey his  
present wife, who is a daughter  
of Nathaniel G. Bailey now a  
resident of the state of Ken-  
tucky. Soon after his said  
marriage the said N. G. Bailey  
deeded in fee to your orator  
a small piece of land situ-  
ated in this County in the Turkey  
Cove, properly described in  
said deed now of record in  
the Clerk's office Copies of which  
will in due time be filed here-  
with. This tract consists of  $4\frac{1}{4}$   
acres, of very valuable land.  
Upon it your orator built  
a house, and otherwise greatly  
improved the same, and for  
some time lived upon it.

In the fall of 1886, your  
orator's wife made a visit  
to her parents in the state of



Kentucky, and soon thereafter made known to him her intention of remaining there, and not again resuming her marital relations. In this she still holds out, and refuses to return.

Not long since the said A. G. Builey came to this County, and proposed, to have full power to act for and represent the said Rebecca, and declared that he was her lawful agent, and had written authority and full power in writing to act for her; He further represented that his daughter, your creator's wife had fully determined never to live with him again, and on her part asked for a peaceable separation and division of property. Upon this agreement and understanding certain matters were agreed to be done by each party.

Your creator agreed to give up a mule, which sold for \$42.50 two Cows worth about \$40.00 Household Kitchen furniture of the value of \$50. And he gave all these up, and re-conveyed the land



Before mentioned. The said  
A. G. Bailey upon his part was  
to under his power, or cause the  
said Rebecca to relinquish your  
Compliment from all claims  
to further support, and to relinquish  
any contingent right of dower to  
be in your orators after Land's  
Batt parties then supposed the said  
A. G. Bailey could do so under  
his alleged power of atty. &c.

He attempted to make a deed  
for her while he in trust and in  
fact had none himself from her.  
Your orator has presented to her by  
~~the~~ mail a proper deed, to his after  
Land's for a release & that the said  
A. G. Bailey fail or refuse to com-  
ply with the contract upon their  
part. The said A. G. Bailey sold  
the said 4<sup>th</sup> tract to one D. S. Reason  
for \$337.50. And said Reason still  
owes for the same due & payable  
Dec. 25/887. - Lewis Phillips owes  
said A. G. Bailey \$15. for one of the  
Cows, Henderson Reason owes \$42.50  
for the mule and C. D. Hamblin has  
in his possession the horse hold  
& Kitchen furniture of the value of \$50.



So that these debts are in trust and  
in fact your creditors, being for the  
sale of his property, and for which  
he was to have a release of the said  
Rebecca Bailey, ~~Contracted~~ <sup>Contracted</sup> ~~rightly~~  
done. This cloud over his land  
greatly affects its sale or value and  
if properly made or delivered he  
will release all of said land,  
debts or property - But unless  
made he is advised Mr. G. Bailey  
should re-deliver to him said  
property receive said land by  
first cancelling his Contract with  
D. S. Reason, or his failure to do  
this then to attach said debts &  
have the same paid to your crea-  
tor is the object of this suit  
He therefore alleges that said Mr. G.  
Bailey by his false representations  
and failure to comply with his said  
promises has received from your creator  
without compensation \$500, and that  
he justly owes that sum, which your  
creator here seeks to recover. By  
having retained or counted said <sup>made</sup> ~~done~~  
your creator to the 4<sup>1</sup>/<sub>2</sub> acre tract  
of land - He alleges that D. S. Reason



is indebted, to N. G. Bailey for said  
loan the sum of \$337.50. That Lewis  
Phillips is indebted to him in the sum  
of \$15. Henderson Reaser in the sum  
of \$42.50 and has in his possession  
one of the cows first above mentioned  
of the value of \$20. And C. S. Hamblin  
has property of House-hold furniture  
of the value of \$50. and all of said  
debtors reside in this County & State,  
and which are due said N. G. Bailey  
or the said Rebecca.

The object of this bill is therefore  
as above stated, to have said debt  
set aside, & held void - To attach up-  
on said debt, and on a hearing have  
the same decreed to your orator.

His prayer therefore is that  
Nathaniel G. Bailey, Rebecca Bailey,  
D. S. Reaser, Henderson Reaser C. S.  
Hamblin and Lewis Phillips be made  
parties defendants to this bill &  
answer the allegations thereof upon  
oath, and upon a hearing & de-  
cree be rendered in accordance  
with the object of this bill - And for  
all other further & general relief  
may your Honor see.

J. S. Pickens



Defts

to 8.35 to Jan 1888

\$ 2.00

Pr. 5.00

to 1.37

46.72

<sup>JD</sup>  
James D. Bailey

v Bill Chip

Nathaniel G. Bailey

Defts

to 1.35

16  
to 1.45 to final decree

1887 Feb 17 Will filed Spw  
Exhibits Home depts & B. L.  
as to them, order Defts  
to answer depts & Cont'd

11. Mr. S. A. Child, O. Paul Wright  
& Counsel ret for hearing.

1889 Sept 12 case Cont'd

1888 Apr Cont'd

" Sept Decree final

Came & Bill 543.



To the honorable H. S. K. Morrison Judge of the  
Circuit Court of Lee County Virginia.

The demurrer & answer of Rebecca Bailey, wife  
of James D Bailey, to a bill exhibited in this honorable  
Court against her and others by James D Bailey.

Respondent says that said bill is not sufficient in  
law, and of this she prays Judgment of the Court.

But if any other or further answer is necessary, an-  
swering she says, it is true she married the plaintiff  
in the year 1882, being young and inexperienced and  
only 17 years of age, Soon after said Marriage re-  
spondent's father N. G. Bailey, undertook to make  
to respondent an advancement of property, and  
deeded to respondent's husband  $4\frac{1}{2}$  acres of valuable  
land, upon which he built a small cabin with  
the proceeds of the sale of <sup>2</sup> mule belonging to respond-  
ent. This conveyance was intended, and understood  
to be by all parties, as an advancement to respond-  
ent by her said father. Respondent avers that she  
has always conducted herself towards the plaintiff  
as a faithful and obedient wife, and has under all  
circumstances endeavored to do her whole duty as  
a wife and mother, and has kept sacredly her mar-  
riage vows, but the plaintiff disregarding his duties  
as a husband, willfully absented himself from this  
respondent for weeks at a time, leaving her alone  
with her two infant children, and that said neglect  
on the part of her said husband was without cause  
or justification therefor so far as respondent was concerned,



That since their said Marriage the plaintiff has treated her in a cruel and inhuman manner, and since about the year 1886 was given to violent fits of temper and has repeatedly committed acts of cruelty and violence upon respondent, that he has assaulted her, and drew a rock & knife upon her, and threatened to take her life, and ordered her to leave her home. And respondent states that on account of the attempted injury of her as aforesaid by her said husband, and the fear of her life or great bodily harm, by her remaining with her said husband, and having no one to appeal to for protection from the cruelties of her said husband, she fled from him and went to try to her father's home for that protection that her husband's roof had failed to afford; That her said husband was in the habit of getting drunk and while in a state of intoxication would commit acts of cruelty & violence upon her, so that it became entirely unsafe for her to longer live with him, and she left his bed and board aforesaid to save her life and herself from great bodily harm.

That in the year 1883, and after their said Marriage respondent's father deeded the  $4\frac{1}{2}$  acres of land as aforesaid, as an advancement to her. He also gave to her a horse worth \$100<sup>00</sup>, two cows worth \$40<sup>00</sup> and household furniture worth \$80<sup>00</sup>, all of which was an advancement to her by <sup>her</sup> said father; the



whole of which the Plaintiff has converted or attempted to convert to his own use. It is true that I did authorize my father in Nov 1886 to go to Va and make such <sup>fair</sup> arrangement with the plaintiff as he states in his answer, in regard to our property & my contingent right of dower, and it is also true that my husband came to Ky, and I, afterwards, executed the deed spoken of by my father, in his said answer; that I have done everything that seemed at all fair & reasonable in regard to our property; but it is likewise true, or at least respondent is so informed, and so believes, and so alleges, that the plaintiff has sold and disposed of all his other lands and pocketed or attempted to pocket the money, <sup>Some \$2500.00</sup> and now brings his suit to set aside the transaction between respondent's father & himself when he thinks everything else is out of respondent's reach. Your respondent is advised that a court of equity will not see her stripped of all chances for a support and maintenance of herself and her two little children, but will at least settle upon her the land and the property that her father gave her, or its proceeds, or an amount equal to its value as her own property and separate estate. And now having answered respondent prays to be hence dismissed with her costs.

Richmond & Orr, for  
Respondent.



State of Kentucky }  
Montgomery County } 88.

I A. W. Thompson Notary Public  
in and for the County and State aforesaid  
do certify that Rebecca Bailey this day personally  
appeared before me in my County aforesaid  
and made oath that the facts stated in the  
foregoing answer so far as they depend upon  
her own knowledge are true and so far as  
stated upon information derived from others  
she believes them to be true.

Witness my hand and official  
seal this 21<sup>st</sup> day of March 1887.  
W. W. Thompson WPM

Rebecca Bailey

ads } Answer  
3 }

James D. Bailey  
inspected and by leave  
of court  
Filed at Aug. 1887.

J. A. Hyatt & Co.



To the honorable W. S. K. Morrison Judge of  
the Circuit Court of Lee County Virginia.

The demurrer and answer of N. G. Bailey  
to a bill filed in this honorable Court against  
respondent & others by James D. Bailey.

Respondent says that said bill is not sufficient  
in law, of this he prays Judgment of the Court.

But for answer to said bill, respondent answering  
says, it is true that his daughter Rebecca Bailey  
intermarried with the plaintiff on or about the  
day of 1882, and soon thereafter this

respondent deeded to the plaintiff a small  
tract of about 4 1/2 acres of land, situated in said  
County, and properly described in said deed,

and this conveyance was made to said plaintiff  
as an advancement to respondents daughter,  
and he, <sup>the plff</sup> and she both so understood, and that  
was the only consideration moving respondent

to the execution of said deed, and the plaintiff  
never paid one cent for said land. It is true  
the plaintiff built a cabin on it afterwards, but  
this was done with the proceeds arising from the

sale of a mule belonging to respondents said  
daughter, and respondent denies that plaintiff <sup>otherwise</sup> impro-  
ved said land, he in fact injured it by plowing  
up the grass on it. It is true that my said daughter

left the plaintiff and refused longer to live with  
him, but it was on account of his cruel and



inhuman treatment, and his lewd and lascivious conduct, and running after and cohabiting with lewd and lascivious women, and neglecting his wife, <sup>for weeks at a time,</sup> leaving her alone with her infant children and making no provision for their care, or to supply them with the necessaries of life. Under these circumstances she left him. Your respondent did go to Va. from his home in Ky. in November 1886. with full <sup>legal</sup> power, as he thought, from his daughter, to make a compromise, or agreement, with her husband in reference to their property, as his daughter had fully determined never to live with her husband again on account of his treatment & conduct aforesaid, and all that she wished was a peaceable separation, and an equitable division of their property. In other words it was designed as a family settlement upon fair and equitable terms, to be accomplished without recourse to law or a tedious litigation. And with that understanding and agreement they entered into a compromise and settlement, as follows: Said plaintiff agreed to give to his wife a ~~mare and~~ mule, two cows, and a lot of household and kitchen furniture, and also to reconvey the  $4\frac{1}{2}$  acres of land, and his wife Rebecca agreed to relinquish all her contingent right of dower in any and all of the real estate owned by her said husband. In pursuance of this agreement the plaintiff did reconvey said  $4\frac{1}{2}$  acres of land and also gave to



respondent, for her, the ~~mare~~ mule, two cows, & the household & kitchen furniture, and then respondent as the agent of his said daughter relinquished all contingent right-of dower that she had in his real estate, and at the time all parties expressed themselves satisfied and each took possession of the property so given up. Afterwards the plaintiff claimed that the deed made by respondent as agent for his daughter, was defective, and came to Mt. Sterling Ky, the place of the residence of said Rebecca Bailey, and in the law office of Young Mitchell & Young, and in the presence of V. B. Young & others stated that he was not satisfied with the deed made to him by N. G. Bailey, and desired his said wife to make and acknowledge another deed, and also demanded that she should relinquish to him their infant children in addition to her relinquishing her contingent right-of dower, and he agreed to maintain, educate & support said children. Accordingly the plaintiff had Mr V. B. Young, atty, to prepare such a deed, reciting the Considerations, the relationship of the parties, and the agreement made by N. G. Bailey and the plaintiff in Va, in Nov 1886, and after said Young had written said deed, he read the same over to the parties and they expressed themselves as being satisfied with it; and then Rebecca Bailey went before the Clerk of the County Court of Montgomery County Ky, and duly acknowledged.



said deed, and then delivered the same to said plaintiff, and he accepted said deed and said that he was satisfied with it, and immediately left, but left the children with their mother and she still has them. It is true respondent has sold the  $4\frac{1}{2}$  acres of land to D. S. Reesor, and that he owes the purchase money therefor, but it is also true that said land was conveyed, as before stated, by respondent to his said son in law as an advancement to his daughter, and respondent is advised that a court of equity will settle upon the wife of plaintiff, the said land or the proceeds of the sale thereof, together with the personal property given up by said plaintiff, as her own estate. Your respondent denies that he, by false representations and failure to comply with his promises, has received from the plaintiff \$500.00, or any other sum, without compensation, ~~and~~ <sup>or</sup> that he justly owes that sum, or any other sum to plaintiff. Upon the other hand he has acted in good faith, deploing the unfortunate condition of affairs between his said daughter and her husband, and has tried to avoid, as much as possible, the making of their difficulties public, and to assist in carrying out the agreement between them in regard to property &c in such manner as to avoid expense & secure to her something of the property she took with her when she married, and which she now so much needs. And now having fully answered



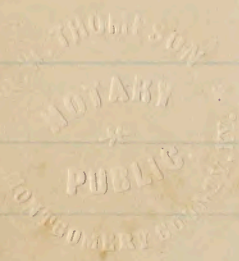
your respondent prays to be hence dismissed with  
his reasonable costs.

Richmond & Orr, for Respondent.

State of Kentucky  
Montgomery County S. D. C.

I W. W. Thompson a Notary Public  
in and for the County and State aforesaid  
do certify that W. G. Early this day  
personally appeared before me in  
my County aforesaid and made oath  
that the facts and statements stated in  
the foregoing answer as far as they  
depend upon his own knowledge  
are true and as far as stated upon  
information derived from others  
he believes them to be true -

Attest my hand and  
Official Seal this  
21<sup>st</sup> March 1887  
W. W. Thompson W. W. C.





N. G. Bailey

ads. Answer

James D. Bailey.

in open court by  
lead. further by  
Filed Aug. 1887

J. A. G. Hyatt & Co.



James D Bailey

Plff

against-

In Chancery.

N. G. Bailey et als Defts

This cause came on to be heard upon the Bill of the plaintiff, and answers of the defendants N. G. Bailey & Rebecca Bailey and upon the agreement between James D Bailey by Wm Bailey and James W Orr attorney for Rebecca Bailey, and was argued by counsel. On consideration whereof, ~~and pursuant to said agreement~~ it is adjudged, ordered and decreed that the said Rebecca Bailey is entitled to and shall have the proceeds of the sale of the lot of  $4\frac{1}{2}$  acres of land in the bill mentioned, also the mill & thus come and the house hold & kitchen furniture in said bill mentioned, or their proceeds; and that said Rebecca Bailey be forever barred from any future claim against the said James D Bailey for support & maintenance, <sup>and that she relinquish</sup> ~~and to relinquish~~, if she has not already done so, her contingent right of dower in the said James D Bailey's other lands. And pursuant to said agreement it is ~~further~~ <sup>decree</sup> ordered that this cause be dismissed, the parties paying their own costs.



James D Bailey  
vs  $\frac{1}{2}$  Deere Lina B

N. G. Bailey et als.

Entered on C. O. B

p- 160 & 161

J. A. G. Hyatt

Enter this Deceel.

H. S. M.

Sept 6th 1888,



Virginia Lee County to wit:

This day James D. Bailey personally  
appeared before me the undersigned  
and made oath that Nathaniel G.

Bailey and Rebecca Bailey are non-  
residents of this Commonwealth -  
~~Nathaniel G. Bailey~~ <sup>justly owes and</sup>  
me that affiant ought recover from  
them at the least \$445. in a certain  
chancery suit against them, as stated  
in said bill - Given under my  
hand this Jan. 18<sup>th</sup> 1884.

J. A. [Signature]

Mr Morgan



James D. Bailey

23 Affidavit

Nathaniel G. Bailey

Filed January  
18<sup>th</sup> / 88.

J. A. Hyatt & Co.



This agreement made this 4th day of January 1888, by and between Wm Bailey for James D Bailey of the one part, and James W Orr attorney for Rebecca Bailey wife of said James D Bailey of the other part. Witnesseth that the parties agree that as a settlement of all matters involved in a chancery suit now pending in the circuit court of Lee County Va, in which said James D Bailey is plaintiff and said Rebecca Bailey & N. G. Bailey are defendants, the court shall enter a decree final, in said cause, carrying out fully what was undertaken to be done between said N. G. Bailey as agent for said Rebecca Bailey and the said James D Bailey, and upon the execution by said Rebecca of the deed to Wm Bailey recently mailed to her for that purpose, the said Wm Bailey agrees to pay to said Orr, attorney as aforesaid, the sum of Forty five dollars, and the said James D Bailey together with his said wife is to execute a proper deed to D. S. Reason for the lot of about four acres of land, in said cause mentioned. And the said suit is to be then dismissed, each party paying their own costs, but the said Wm Bailey does not hereby become responsible for said







Virginia

In the Clerk's Office of the Circuit  
Court for Lee County, at the Court  
house thereof, January, 21<sup>st</sup> 1887.

James B. Bailey)

Plff

vs

Nathaniel G. Bailey et al

Defts

In Chancery

The Object of this suit, is to  
have the Deeds of the Plff, to the  
Deft. N. G. Bailey, for the  $\frac{1}{2}$  acre tract  
in the mentioned set aside and  
made void and to have a decree  
rendered which will subject the debts  
owing Deft. N. G. Bailey, from Defts  
J. S. Reason, Lewis Phillips and Hun-  
derson Reason, and the effects in Deft.  
C. L. Hamblen's hands claimed by said  
Deft. N. G. Bailey, to the use and control  
of the Plaintiff, which debts & effects  
have been attached for said  
purpose; and it appearing from  
an affidavit filed in this Cause that  
the defendants N. G. Bailey & Rebecca  
Bailey are non-residents of this  
State:— It is therefore ordered that  
they appear here within one month after  
due publication of this order and do  
what may be necessary to protect their  
interest in this suit

A. L. P. P. B.

Attest Leste J. H. Wyatt & Co



James D. Bailey  
V.S.  
Nathaniel G. Bailey

6	5.33
Tax	1.50
5	2.00
3	5.00
A	15.00
	\$28.83

I certify that  
I delivered to the

Va Herald an  
office copy of this  
order for Pub. &  
posted a like copy  
thereof on the front  
house door at the  
Febmury Term 1887.

J. A. G. Hyatt, Jr.



# The Commonwealth of Virginia,

To the Sheriff of LEE COUNTY--Greeting:

WE COMMAND YOU to summon

*Nathaniel G. Bailey*  
*Rebecca Bailey D. S. Reason Lewis*  
*Phillips, W. L. Hambleton & Henderson Reason*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House  
on the first Monday in *February* next, being Rule Day, to answer a  
Bill in Chancery exhibited in our Court against *them*, by *James*

*D. Bailey*

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said  
Court, at the Court House, this *2<sup>nd</sup>* day of *January* 188*7* in  
the 1 *11* year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste:



James L. Bailey  
vs  $\frac{3}{3}$  Spain Ch'cy  
Nathaniel G. Bailey et al

To February Rules 1887.

Executed by delivering  
office copies of this Spec  
to D. S. Reason, L. L.  
Hambley, Lewis Phillips  
and O'Denderson Reason,  
and by attaching on  
the debts owing by D. S.  
Reason, Lewis Phillips &  
O'Denderson to the debt  
N. Y. Bailey, the effects  
which are as in the hands  
of L. L. Hambley having  
been shipped, no attachment  
was made as to him  
Liby 27887 L. L. Henry Deputy  
for R. D. Flannery S. L. C.



**VIRGINIA** : In the clerk's office of the Circuit Court for Lee county at the court house thereof, January 21st 1887.

James D. Bailey, Plft. }

vs. }

Nathaniel G. Bailey, Defts. }

In Chancery.

The object of this suit is to have the deed of the Plft., to the Deft., N. G. Bailey for the 4½ acre tract in the bill mentioned set aside and made void and to have a decree rendered which will subject the debts owing Deft., N. G. Bailey from Defts., D. S. Reasor, Lewis Phillipps and Henderson Reasor, and the effects in Defts., C. L. Hamblin's hands claimed by said Deft., N. G. Bailey to the use and control of the Plaintiff, which deft's effects have been attached for said purpose, and it appearing from an affidavit filed in this cause that the defendants N. G. Bailey and Rebecca Bailey are non-residents of this State. It is therefore ordered the appear here within one month after due publication of this order and do what may be necessary to protect their interest in this suit.

A Copy Teste J. A. G. HYATT, C. C.  
A. L. PRIDEMORE. F. C.



I Jeff Ruff Pub & Herald  
a weekly newspaper, pub-  
lished in Jonesville Va do  
certify that the following  
non resident notice appear-  
ed four successive times  
in said paper and the  
publishers fee of \$5.00 is due  
and unpaid. March 27  
1887  
Jeff Ruff  
Pub



Jas D Bailey  
VS  
W G Bailey

Pub. Fee \$ 6 0